IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

FIRST APPEAL No 1408 of 2002

For Approval and Signature:

HON'BLE MR.JUSTICE A.L.DAVE

==========

1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the concerned Magistrate/Magistrates,Judge/Judges,Tribunal/Tribunals? : NO

SAIYED ZAINAL ABEDIN SAIYED HAJI

Versus

HAFIZUDDIN ABDULKADAR SAIYAD

Appearance:

1. First Appeal No. 1408 of 2002

MR NL PATEL for Appellant No.

MR UTPAL M PANCHAL for Respondent No. 1,5/1

NOTICE SERVED for Respondent No. 1

RULE SERVED for Respondent No. 2-3,4/1,6/A-13,14/A-14/D,17-19

..... for Respondent No. 4,5,6,14

MR GI DESAI for Respondent No. 5/1

MR AR PATRAWALA for Respondent No. 5/1

RULE UNSERVED for Respondent No. 15-16

CORAM : HON'BLE MR.JUSTICE A.L.DAVE

Date of decision: 20/09/2004

ORAL JUDGEMENT

1. Learned advocates for the parties are present. They state that the parties have arrived at a compromise inter se, which is reduced into writing and they propose to place it on record, so that the litigation can be brought to an end. The also state that the parties are present. They place on record the terms of settlement duly signed by Saiyed Zainul Abeddin Saiyed Haji and Saiyed Najmuddin Saiyed Umar, which are countersigned by their respective advocates. They pray for a decree in terms of the settlement.

2. Before the settlement can be accepted, it should be noted that, by virtue of the judgment and decree, the Trial Court held that plaintiffs-respondents No.1 to 4/A and defendants No.3 to 16-respondents No.6 to 19 have no share in the property and none of these litigants have preferred any appeal. Present appeal is preferred by original defendant No.1, who is a party to the settlement. Original defendant No.2 has expired and his heir-Saiyed Najmuddin Saiyed Umar, who is respondent No.5/A, is also present and is party to the terms of settlement.

3. The following persons are present in the Court :-

(1) Saiyed Zainul Abeddin Saiyed Haji.
(2) Saiyed Hafizuddin Abdulkadar Saiyed.
(3) Saiyed Najmuddin Saiyed Umar.

They state that they have arrived at a settlement and Saiyed Zainul Abeddin Saiyed Haji and Saiyed Najmuddin Saiyed Umar have signed the settlement. As per the settlement, Saiyed Najmuddin waives his right from the property in question as well as the enjoyment of the Dargah in favour of the appellant-Saiyed Zainul Abeddin Saiyed Haji for consideration and agrees to co-operate in mutating the property to the name of the appellant in whatever manner it is necessary.

4. The dispute, therefore, stands resolved in terms of the settlement. Appeal stands disposed of in terms of the settlement. Decree to be drawn accordingly. No costs.

5. The amount of Rs.5600/- deposited in the Court be refunded to the appellant.

[A. L. DAVE, J.]

gt